

# **N O T I C E**

## **NO HAND CARRIED BIDS! NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

# NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.



<b>SOLICITATION, OFFER AND AWARD</b> Architect of the Capitol - January 2004		REQUISITION NO.		PROJECT NO.	PAGE 1A OF 48 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. <b>RFP No. 070068</b>		3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
5. ISSUED BY <b>ARCHITECT OF THE CAPITOL</b> United States Capitol Washington, D.C. 20515		4. DATE ISSUED <b>October 31, 2006</b>			
6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: Mr. John Friedhoff Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: Fuel					

### SOLICITATION

7. Sealed offers in original and <u>1</u> complete copie for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until <b>2:00 P.M., local time, Nov. 22, 2006.</b> CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: <b>John Friedhoff</b> TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 226-4525</b>	

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### OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>      </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %
				<u>      </u> CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>		AMENDMENT NO.	DATE	AMENDMENT NO.
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. <u>                    </u> TAXPAYER IDENTIFICATION NO. <u>  </u>		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>	
13B. TELEPHONE & FACSIMILE NOS. <i>(Include area codes)</i>		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <u>      </u> SUCH ADDRESS IN SCHEDULE		15. SIGNATURE
				16. OFFER DATE

### AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED		18. AMOUNT		19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE				21. SUBMIT INVOICE FOR PAYMENT TO: <b>FAX 202-226-2580</b>	
22. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				23. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	
				24. AWARD DATE	

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B.1 GENERAL PURPOSE**

.1 The Contractor shall provide regular-grade unleaded gasoline and diesel fuel as scheduled in the article entitled "SCHEDULE OF ITEMS" in this section, for use at the D.C. Village Production Facility, U.S. Botanic Garden, the Rayburn House Office Building, and the U.S. Capitol Grounds Automotive Garage, Washington, D.C. (See the article entitled "DELIVERY REQUIREMENTS" in Section F.)

#### **B.2 SCHEDULE OF ITEMS**

.1 Base Items 1a. and 2a. "Amount Per Gallon" on the supplier's Terminal Price, plus Contractor costs. (Reference Paragraph B.3.2 in this section.)

<u>Item</u>	<u>Supplies/Services</u>	<u>Amount Per Gallon</u>	<u>Total Amount Per Gallon</u>	<u>Estimated Quantity</u>	<u>Estimated Total Amount</u>
<b>001</b>	a. Price for regular-grade gasoline, as specified	\$_____			
	b. Federal Excise Tax	\$_____			
Total Amount for Items 1a. and 1b. ....			\$_____	61,000 gallons	\$_____
			-		
<b>002</b>	a. Price for diesel fuel, as specified	\$_____			
	b. Federal Excise Tax	\$_____			
Total Amount for Items 2a. and 2b. ....			\$_____	13,500 gallons	\$_____
			-		
LUMP SUM PRICE (Items 1 and 2) Reference # AOCFUEL2007					\$_____

### **B.3 ECONOMIC UNIT PRICE ADJUSTMENT**

**.1** The Contractor warrants that the unit price stated in the Schedule for Items 1 and 2 is not in excess of the Contractor's standard commercially offered price(s) for comparable products, in like quantities in effect on the date of bid opening.

**.2** The term "unit price" means the actual cost paid by the Contractor to its supplier of the product plus all costs of delivery FOB Destination to the delivery points, as identified in F.3 of the contract, plus Contractor's standard markups rates for overheads, General and Administrative (G&A) and profit.

**.3** The provisions of this clause apply solely to increases or decreases in the actual costs payable by the Contractor to its supplier of the product(s), gasoline and diesel fuel, identified as Items 1 and 2. In no event may the Contractor apply for a price adjustment under this clause to increase those portions of the bid unit price representing the costs of delivery or to increase that portion of the bid unit price representing overheads, G&A and/or profit percentage rates applied.

**.4** If the actual cost charged the Contractor for the product, gasoline or diesel fuel, delivered under this contract increases due to product market price fluctuations, the corresponding contract Item's unit price will be increased by the same percentage that the actual cost of the product increased for the Contractor. The increased unit price shall not apply to quantities scheduled for delivery where the delivery date in accordance with F.2, Time of Delivery, of this document, is before the effective date of the market price increase.

**.5** The provisions of this clause do not apply when for any price increase incurred by the Contractor due to its failure to deliver in accordance with F. 2, Time of Delivery, of the contract or for any reason when the cause of the increase was not beyond the control of the Contractor and/or was due to the fault or negligence of the Contractor within the meaning of the Default clause of the contract.

**.6** In order for any increase as addressed in 1 through 4 above to be payable by the Government, the Contractor must supply to the Contracting Officer, on or before the date of the invoice reflecting an increased unit price, evidence of the product cost increase and the Contractor's obligation to pay at the increased costs.

**.7** In the event that the actual cost to the Contractor of the products, gasoline and/or diesel fuel, Items 1 and 2, decreases due to market price fluctuations, the Contractor shall reduce the total unit price invoiced the Government by the amount of the decrease. The Contractor should notify the Contracting Officer of the decrease on or before the date of invoice submission.

**.8** All invoices that are for unit prices which have increased or decreased from those accepted by the Government on the date of award of the contract, must show and clearly identify the unit price awarded and the unit price actually being invoiced. Written modifications will not be issued for each increase or decrease. A modification will be issued to close out the contract, or sooner, if in the Contracting Officer's opinion the fluctuations of the unit prices invoiced require summarization in order to document the actual progress of the contract.

**.9** The provisions and activation of this clause do not increase the total contract price obligated at the time of contract award. It is the responsibility of the Contractor to track actuals invoiced as a running total against the total price of the contract at time of award or as a result of a modification previously issued to increase the contract total price, and to notify the Contracting Officer as follows:

**.9.1.1** When the running total of invoiced dollars, regardless of whether the Government's payment has been made or received by the Contractor, exceeds 75% of the contract total dollar award, the

Contractor shall notify the Contracting Officer in writing that the total quantities awarded in Section B may not be deliverable within the total dollar amount of the contract as awarded.

**.9.1.2** The Contractor shall state the average unit price invoiced the Government to date, and request that the current contract total price be increased by the average percentage of the unit price increases, invoiced to date, multiplied by the remaining quantities awarded but not yet ordered by the Government.

**.9.1.3** The Contracting Officer will review the Contractor's request for contract total price increase and take action to increase the contract if proper or issue a modification directing the Contractor to deliver only those quantities whose cost to the Government will be less than or equal to the total dollars awarded.

**.9.1.4** In no event is the contractor to accept orders or deliver product which would result in the contract dollar total being exceeded.

**.9.1.5** The Government will only be liable for payments which fall at or under the total contract dollar value awarded or the total dollar value of the contract as modified by the Contracting Officer in writing.

**.10** Within 30 days after receipt of any invoice reflecting increased unit prices due to market price fluctuations, the Contracting Officer may cancel, at no cost and without liability to either party, any undelivered portion of the contract line items affected by such increases.

END OF SECTION B



## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 TYPE OF CONTRACT**

.1 This is an Indefinite Quantity, Fixed-Price with Economic Price Adjustment contract to procure gasoline and diesel fuel, at established fixed-prices per gallon.

#### **C.2 SPECIFICATIONS**

.1 The gasoline procured under the instant contract shall be regular-grade unleaded gasoline, 87 octane and 10% ethanol with additives conforming to the applicable requirements of ASTM D 4814-12.

.2 The diesel fuel procured under the instant contract shall be diesel fuel conforming to the applicable requirements of ASTM D 975-92.

END OF SECTION C

## SECTION E

### INSPECTION AND ACCEPTANCE

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## SECTION E

### INSPECTION AND ACCEPTANCE

#### E.1 INSPECTION AND ACCEPTANCE

.1 The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

.2 Inspection and acceptance will be performed at:

.1 Item No. 1

- (A) D.C. Village Production Facility  
U.S. Botanic Garden  
4700 Shepherd Parkway, S.W.  
Washington, D.C.
- (B) Rayburn House Office Building  
1<sup>st</sup> Street between Independence Avenue & C Street, S.W.  
Washington, D.C.
- (C) U.S. Capitol Grounds Automotive Garage  
14 "E" Street, S.E.  
Washington, D.C.

.2 Item No.2

- (A) D.C. Village Production Facility  
U.S. Botanic Garden  
4700 Shepherd Parkway, S.W.  
Washington, D.C.

#### E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

CLAUSE TITLE	DATE	FAR REFERENCE
INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996	52.246-2
RESPONSIBILITY FOR SUPPLIES	APR 1984	52.246-16

END OF SECTION E

## SECTION F

### DELIVERIES OR PERFORMANCE

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## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 TERM OF CONTRACT FAR 52.211-4 (JUN 2004)**

- .1 The term of contract shall be from date of contract award through December 31, 2007.

#### **F.2 TIME FOR DELIVERY**

- .1 Each delivery of gasoline and diesel fuel shall be completed by the Contractor, at the delivery locations referenced in the article entitled "DELIVERY REQUIREMENTS" in this section within 24 hours after written or telephone notice of a request for delivery by the Architect's Representatives as referenced in the article entitled "CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVES" in Section G.

#### **F.3 DELIVERY REQUIREMENTS**

- .1 Gasoline shall be delivered, f.o.b. destination to the following destinations, as ordered, in the delivery quantities requested:

- .1 Approximately 800 gallons per delivery to the 1,000 gallon gasoline tank at the D.C. Village Production Facility, U.S. Botanic Garden, 4700 Shepherd Parkway, S.W., Washington, D.C. (Estimated Annual Requirement: 9,000 Gallons)
- .2 Approximately 300 to 400 gallons per delivery to the 600 gallon gasoline tank at the Rayburn House Office Building, 1st Street between Independence Avenue and C Street, S.W., Washington, D.C. (Estimated Annual Requirement: 2,000 Gallons)
- .3 Approximately 2,500 gallons per delivery to the 4,000 gallon gasoline tank at the U.S. Capitol Grounds Automotive Garage, 14 "E" Street, S.E., Washington, D.C. (Estimated Annual Requirement: 50,000 Gallons)

- .2 Diesel fuel shall be delivered to the 3,000 gallon diesel tank at the D.C. Village Production Facility, U.S. Botanic Garden, 4700 Shepherd Parkway, S.W., Washington, D.C., f.o.b. destination, as ordered, in the delivery quantities requested:

- .1 Approximately 2,000 gallons per delivery, as ordered by the U.S. Botanic Garden. (Estimated Annual Requirement: 2,000 Gallons)
- .2 Approximately 875 to 1,000 gallons per delivery, as ordered by the U.S. Capitol Grounds. (Estimated Annual Requirement: 3,500 Gallons)
- .3 Approximately 2,000 gallons per delivery, as ordered by the Construction Management Division. (Estimated Annual Requirement: 8,000 Gallons)

- .3 Delivery tickets shall be generated for each delivery, indicating the delivery site, the date and time of delivery and the quantity delivered. All such delivery tickets shall be submitted along with the corresponding invoice.

**F.4 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

CLAUSE TITLE	DATE	FAR REFERENCE
STOP WORK ORDER	AUG 1989	52.242-15
F.O.B. DESTINATION	NOV 1991	52.247-34

END OF SECTION F

## SECTION G

### CONTRACT ADMINISTRATION DATA

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## SECTION G

### CONTRACT ADMINISTRATION DATA

#### **G.1 AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)**

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

#### **G.2 AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

#### **G.3 ORDERING (AOC) (APR 2004)**

.1 Any requirements to be ordered under this contract shall be ordered by issuance of a telephoned U.S. Government Purchase Card order executed by an authorized Ordering Officer. All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

.2 Authorized Ordering Officers are:

- .1 The Architect of the Capitol with unlimited monetary authority.
- .2 Contracting Officers within their delegated authority.
- .3 COTRs/U.S. Government Purchase Cardholders with a monetary limitation as follows:
  - U.S. Botanic Garden - Not to Exceed \$5,000.00 per purchase card order.
  - U.S. Capitol Grounds - Not to Exceed \$5,000.00 per purchase card order.
  - Construction Management Div - Not to Exceed \$5,000.00 per purchase card order.
  - House Office Buildings - Not to Exceed \$10,000.00 per purchase card order.

- .3 Individual Order Monetary Limitations:
- .1 An Ordering Officer may not issue a series of orders within a 30 day period which exceed the maximum amounts identified above.
- .2 Individual orders are limited to a minimum amount of approximately 300 gallons, as cited in the article entitled "DELIVERY REQUIREMENTS" in Section F. The contractor is not obligated to honor orders received with less than the minimum ordering amount although the contractor may chose to honor the order. In the event the contractor chooses not to honor the order, it must be returned to the ordering officer within 5 calendar days with the contractor's written rejection of the order.
- .4 Each order shall contain the following:
- .1 A clear description of all services to be performed or supplies to be delivered;
- .2 The date of the order;
- .3 The date of required completion of services or delivery of supplies;
- .4 The contract number and individual order number and item number from Section B of the contract for the service(s) or supplies being ordered;
- .5 A description of the item, quantity and unit price if firm fixed priced unit pricing is provided in Section B of the contract or a total estimated dollar amount where pricing in Section B is time and material and/or labor hour or cost;
- .6 The place of delivery or performance;
- .7 Accounting and appropriation data with a total dollar amount or total estimated dollar amount for the order.

**G.6 AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (MAR 2006)**

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;

- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(End of clause)

END OF SECTION G

SECTION I  
CONTRACT CLAUSES

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FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

## **SECTION I CONTRACT CLAUSES**

### **AOC52.202-1 DEFINITIONS (JUN 2004)**

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

### **AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)**

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

#### AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

#### AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

#### AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books,

documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

#### AOC52.216-1 ECONOMIC UNIT PRICE ADJUSTMENT (JUN 2004)

(a) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor’s established price, and this contract shall be modified accordingly.

(b) If the Contractor’s applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor’s written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly.

(c) The Contractor agrees to provide the Government, as represented by the Architect, with a minimum of three (3) calendar days written notice, prior to the effective date of a unit price adjustment, of a proposed price increase or decrease, as defined above. Any increase or decrease shall apply to deliveries made on or after the effective date of such increase or decrease in unit price.

(d) Upon receipt of the written notice of a proposed increase in unit price, as required above, the Government shall either make payment to the Contractor on basis of the unit price, increased as stated in such notice, for deliveries made on or after the stated effective date, or shall terminate the contract forthwith by written notice to the Contractor, without liability to either party.

(End of clause)

#### AOC52.216-2 ECONOMIC PRICE ADJUSTMENT (JUN 2004)

(a) The Contractor warrants that the unit price stated in the Schedule for Items 1 and 2 is not in excess of the Contractor’s standard commercially offered price(s) for comparable products, in like quantities in effect on the date of bid opening.

(b) The term “unit price” means the actual cost paid by the Contractor to its supplier of the product plus all costs of delivery FOB Destination to the delivery points, as identified in Section F of the contract, plus Contractor’s standard markups rates for overheads, General and Administrative (G&A) and profit.

(c) The provisions of this clause apply solely to increases or decreases in the actual costs payable by the Contractor to its supplier of the product(s), regular gasoline and diesel fuel, identified as Items 1 and 2. In no event may the Contractor apply for a price adjustment under this clause to increase those portions of the bid unit price representing the costs of delivery or to increase that portion of the bid unit price representing



overheads, G&A and/or profit percentage rates applied .

(d) If the actual cost charged the Contractor for the product, gasoline or diesel, delivered under this contract increases due to product market price fluctuations, the corresponding contract Item's unit price will be increased by the same percentage that the actual cost of the product increased for the Contractor. The increased unit price shall not apply to quantities scheduled for delivery where the delivery date in accordance with Section F, Article - Time of Delivery, of this document, is before the effective date of the market price increase.

(e) The provisions of this clause do not apply when for any price increase incurred by the Contractor due to its failure to deliver in accordance with Section F - Time of Delivery of the contract or for any reason when the cause of the increase was not beyond the control of the Contractor and/or was due to the fault or negligence of the Contractor within the meaning of the Default clause of the contract.

(f) In order for any increase as addressed in (a) through (d) above to be payable by the Government, the Contractor must supply to the Contracting Officer, on or before the date of the invoice reflecting an increased unit price, evidence of the product cost increase and the contractor's obligation to pay at the increased costs.

(g) In the event that the actual cost to the Contractor of the products, gasoline and/or diesel, Items 1 and 2, decreases due to market price fluctuations, the Contractor shall reduce the total unit price invoiced the Government by the amount of the decrease. The Contractor should notify the Contracting Officer of the decrease on or before the date of invoice submission.

(h) All invoices that are for unit prices which have increased or decreased from those accepted by the Government on the date of award of the contract, must show and clearly identify the unit price awarded and the unit price being actually being invoiced. Written modifications will not be issued for each increase or decrease. A modification will be issued to close out the contract, or sooner, if in the Contracting Officer's opinion the fluctuations of the unit prices invoiced require summarization in order to document the actual progress of the contract.

(i) The provisions and activation of this clause do not increase the total contract price obligated at the time of contract award. It is the responsibility of the Contractor to track actuals invoiced as a running total against the total price of the contract at time of award or as a result of a modification previously issued to increase the contract total price, and to notify the Contracting Officer as follows

(1) When the running total of invoiced dollars, regardless of whether the Government's payment has been made or received by the Contractor, exceeds 75% of the contract total dollar award, the contractor shall notify the Contracting Officer in writing that the total quantities awarded in Section B may not be deliverable within the total dollar amount of the contract as awarded.

(2) The contractor shall state the average unit price invoiced the Government to date, and request that the current contract total price be increased by the average percentage of the unit price increases, invoiced to date, multiplied by the remaining quantities awarded but not yet ordered by the Government.

(3) The Contracting Officer will review the Contractor's request for contract total price increase and take action to increase the contract if proper or issue a modification directing the contractor to deliver only

those quantities whose cost to the Government will be less than or equal to the total dollars awarded.

(4) In no event is the contractor to accept orders or deliver product which would result in the contract dollar total being exceeded.

(5) The Government will only be liable for payments which fall at or under the total contract dollar value awarded or the total dollar value of the contract as modified by the Contracting Officer in writing.

(j) Within 30 days after receipt of any invoice reflecting increased unit prices due to market price fluctuations, the Contracting Officer may cancel, at no cost and without liability to either party, any undelivered portion of the contract line items affected by such increases.

(End of clause)

#### AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

#### AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

#### FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material  
(If none, insert "None")

Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a “Material Safety Data Sheet”, meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY  
DATA - SUPPLEMENT (JUN 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the Contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, "Buy American Act", the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

#### AOC52.227-1 PATENT INDEMNITY - COMMERCIAL ITEMS (JUN 2004)

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the contract, provided the Contractor is reasonably notified of such claims and proceedings.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL  
CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
  - (2) The contractor's name and remittance address as stated in the contract(s);
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
  - (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent;  
and
  - (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2<sup>nd</sup> and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

#### AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government



offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

#### AOC52.232-12 ASSIGNMENT - SUPPLEMENT (SEP 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

#### AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however,** that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall

proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

#### AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

#### AOC52.246-3 WARRANTY OF COMMERCIAL ITEMS (JUN 2004)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	52.209-6
MATERIAL REQUIREMENTS	AUG 2000	52.211-5
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

END OF SECTION I

**SECTION J**

**LIST OF ATTACHMENTS**

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J.2	U.S. CAPITOL POLICE NOTICE (for informational purposes only) .....	1
J.3	Off Site Delivery Center Instruction .....	1
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**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF**  
**OFFERORS**

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AOC52.204-2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AOC52.204-3	REPRESENTATIONS AND CERTIFICATIONS
FAR 52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AOC52.215-8	AUTHORIZED NEGOTIATORS
FAR 52.225-2	BUY AMERICAN CERTIFICATE

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF**  
**OFFERORS**

FAR 52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a)     The offeror certifies that -

      (1)     The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

              (i)     Those prices;

              (ii)    The intention to submit an offer; or

              (iii)   The methods or factors used to calculate the prices offered;

      (2)     The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and --

      (3)     No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b)     Each signature on the offer is considered to be a certification by the signatory that the signatory -

      (1)     Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

              (2)(i)   Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

---

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the*

*offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign government

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_

(f) *Common Parent.*

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_



TIN \_\_\_\_\_

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number:\_\_\_\_\_.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that–

(i) The offeror and/or any of its Principals –

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when

submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>
<hr/>	

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>
<hr/>	

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

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(End of provision)

FAR 52.225-2 BUY AMERICAN CERTIFICATE (JUNE 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component”, “domestic end product”, “end product”, “foreign end product”, and “United States” are defined in the clause of this solicitation entitled “Buy American Act - Supplies”.

(b) Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List as Necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

END OF SECTION K

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: (John Friedhoff), Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of the FEDEX or UPS receipt to (John Friedhoff) to (866)837-6818 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government

personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

#### AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least seven (7) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [jfriedho@aoc.gov](mailto:jfriedho@aoc.gov) or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;



(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

#### AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(a) Mark the title page with the following legend:  
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;

(b) Mark each sheet of data it wishes to restrict with the following legend:  
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

#### AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall—

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

#### AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1            TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery indefinite quantity (IDIQ) firm-fixed-price adjustment contract resulting from this solicitation.

(End of provision)

FAR 52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

<u>PROVISION TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
BRAND NAME OR EQUAL	AUG 1999	52.211-6

(End of provision)

END OF SECTION L

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

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AOC52.215-4      CONTRACT AWARD

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **AOC52.215-4 CONTRACT AWARD (JUN 2004)**

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may—

- (1) Reject any or all offers;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

END OF SECTION M

**UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C 20510**

**OFF-SITE DELIVERY CENTER INSTRUCTION**

All delivery vehicles will be required to report to the Off-Site Delivery Center for the U.S. Capitol Police located at 4700 Shepherd Parkway S.W., for inspection before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, N.E., the loading dock of the Senate Office Buildings located on D Street, N.E., the loading dock for the Ford House Office Building on Virginia Avenue, S.W., or the Delaware Avenue, S.W., access point for the Rayburn, Longworth, and Cannon Office Buildings' loading docks.

No deliveries will be accepted unless the vehicles have been processed at the Off-Site Delivery Center. The hours of the Off-Site Delivery Center are 5:00a.m. to 2:00p.m., Monday through Friday.

In order to gain access to the loading dock for the Capitol and the House and Senate Office Buildings, you are required to have a letter on file with the United States Capitol Police. The letter must be on company letterhead accompanied by signature of the owner, president or manager. Please print or type the names in alphabetical order of persons requesting access. Requests for access must be renewed once per year and should contain the following information:

1. Name of the Company
2. Name of the Drivers/Employees Requiring Access
3. Social Security Number for each Driver/Employee
4. Date of Birth for Each Driver/Employee
5. Building(s) to be Accessed
6. Company Contact Person and Phone Number

The above information is to be provided to:

United States Capitol Police  
Off-Site Delivery Center  
4700 Shepherd Parkway S.W  
Washington, D.C. 20032  
Fax: 202 226-0571

Any questions can be directed to Off-Site Delivery Center during business hours at 202 226-0905.

**\*\*\*\* NOTICE \*\*\*\***

**TO: ALL VENDORS/CONTRACTORS/CONSULTANTS**  
**FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL**

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.



**PAYMENT INFORMATION FORM  
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

**Debt Collection Improvement Act of 1996**

**PAPERWORK REDUCTION ACT STATEMENT**

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

**COMPANY INFORMATION**

NAME:

ADDRESS:

CONTRACT NUMBER: AOC-\_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ( )  
FAX NUMBER: ( )

**AGENCY INFORMATION**

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ( )

NINE DIGIT ROUTING TRANSIT NUMBER: \_\_\_\_\_

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: \_\_\_\_\_ CHECKING \_\_\_\_\_ SAVINGS \_\_\_\_\_ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:





UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

CP-491  
(4-04)

**REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) \_\_\_\_\_ Address: \_\_\_\_\_  
Street & No. \_\_\_\_\_  
City & State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Tele: \_\_\_\_\_

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".)

3. Date of Birth: (Month, Day, Year) \_\_\_\_\_ 4. Birthplace: (City and State or Country) \_\_\_\_\_

5. Social Security Number: \_\_\_\_\_ 6. Gender: \_\_\_\_\_  
Male Female

7. Race: \_\_\_\_\_ 8. Height: \_\_\_\_\_ 9. Weight: \_\_\_\_\_ 10. Eye Color: \_\_\_\_\_ 11. Hair Color: \_\_\_\_\_

**SIGNATURE AND RELEASE OF INFORMATION:**

**READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:**

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: \_\_\_\_\_ 13. Date: \_\_\_\_\_